

**2022-010840**

**Klamath County, Oregon**

**09/07/2022 08:26:01 AM**

**Fee: \$147.00**

The LOAN MODIFICATION AGREEMENT (DEED OF TRUST) for loan Recorded on RecDate: January 20, 2022 | INSTRUMENT 2022-000760 | County of Record: KLAMATH is being re-recorded to correct the Original Mortgage recording information referenced: Dated September 1, 2016 RecDate: September 7, 2016 | INSTRUMENT 2016-009503 of Official Records of KLAMATH COUNTY, OREGON.

This Document Prepared By:  
**EDNA KENDRICK**  
**FLAGSTAR BANK, FSB**  
**532 RIVERSIDE AVE.**  
**JACKSONVILLE, FL 32202**  
**800-393-4887**

When Recorded Mail To:  
**FIRST AMERICAN TITLE CO.**  
**FAMS - DTO RECORDING**  
**3 FIRST AMERICAN WAY**  
**SANTA ANA, CA 92707-9991**

**Tax/Parcel #:**

[Space Above This Line for Recording Data]

**Original Principal Amount: \$160,244.00**

**FHA/VA Case No.: 703 431-6347632**

**Unpaid Principal Amount: \$150,241.05**

**Loan No: 0504548265**

**New Principal Amount: \$120,904.95**

**New Money (Cap): \$0.00**

## **LOAN MODIFICATION AGREEMENT (DEED OF TRUST)**

This Loan Modification Agreement ("Agreement"), made this 28TH day of AUGUST, 2020, between **BRANDON HARTLEY** ("Borrower"), whose address is **3522 CORONADO WAY, KLAMATH FALLS, OREGON 97603** and **LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA** ("Lender"), whose address is **532 RIVERSIDE AVE., JACKSONVILLE, FL 32202**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **SEPTEMBER 1, 2016** and recorded on **SEPTEMBER 7, 2016** in **INSTRUMENT NO. 2016-009503**, of the **OFFICIAL** Records of **KLAMATH COUNTY, OREGON**, and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

2022-000760  
Klamath County, Oregon  
01/20/2022 08:46:01 AM  
Fee: \$112.00

When recorded mail to:  
FIRST AMERICAN TITLE  
ATTN: JAVIER TONY VARGAS  
3 FIRST AMERICAN WAY  
SANTA ANA, CA 92707

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_

Document Title: LOAN MODIFICATION AGREEMENT (DEED OF TRUST)

Document Date: DECEMBER 22, 2021

Grantor: BRANDON HARTLEY

Grantor Mailing Address: 3522 CORONADO WAY, KLAMATH FALLS, OREGON 97603

Grantee: LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA

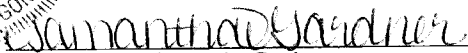
Grantee Mailing Address: 532 RIVERSIDE AVE.  
JACKSONVILLE, FL 32202

Legal Description: LOT 22 IN BLOCK 5 OF TRACT NO. 1037, FIFTH ADDITION TO SUNSET VILLAGE, KLAMATH COUNTY, OREGON.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

Reference Instrument: 2016-009503 Book: Page:

LEGAL DESCRIPTION ON THE PAGE : 6

State of Oregon  
County of Klamath  
I hereby certify that instrument #2022-000760,  
recorded on 1/20/2022, consisting of 7 page(s),  
is a correct copy as it appears on record at the  
Klamath County Clerk's office.  
Rochelle Long, Klamath County Clerk  
Date: July 27th, 2022  
  
Samantha Gardner

 0504548265

This Document Prepared By:  
**SUSAN YEOMAN**  
**FLAGSTAR BANK, FSB**  
**532 RIVERSIDE AVE.**  
**JACKSONVILLE, FL 32202**  
**800-393-4887**

When Recorded Mail To:  
**FIRST AMERICAN TITLE**  
**ATTN: JAVIER TONY VARGAS**  
**3 FIRST AMERICAN WAY**  
**SANTA ANA, CA 92707**

**Tax/Parcel #: 3909-012BC-11200**

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_  
**Original Principal Amount: \$160,244.00**      **FHA/VA/RHS Case No.:703 431-**  
**Unpaid Principal Amount: \$120,722.85**      **6347632**  
**New Principal Amount: \$132,191.73**      **Loan No: 0504548265**  
**New Money (Cap): \$11,468.88**

## **LOAN MODIFICATION AGREEMENT (DEED OF TRUST)**

This Loan Modification Agreement ("Agreement"), made this **22ND** day of  
**DECEMBER, 2021**, between **BRANDON HARTLEY** ("Borrower"), whose address is  
**3522 CORONADO WAY, KLAMATH FALLS, OREGON 97603** and **LAKEVIEW**

**LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT  
UNDER LIMITED POA**

("Lender"), whose address is **532 RIVERSIDE AVE., JACKSONVILLE, FL 32202**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **SEPTEMBER 1, 2016** and recorded on **SEPTEMBER 7, 2016** in **INSTRUMENT NO. 2016-009503**, of the **OFFICIAL** Records of **KLAMATH COUNTY, OREGON**, and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

**3522 CORONADO WAY, KLAMATH FALLS, OREGON 97603**  
(Property Address)

the real property described is located in **KLAMATH COUNTY, OREGON** and being set forth as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of, **JANUARY 1, 2022** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$132,191.73**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. **\$11,468.88**.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **3.1250%**, from **JANUARY 1, 2022**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$566.28**, beginning on the **1ST** day of **FEBRUARY, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 1, 2052** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:
  - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
  - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**
6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

In Witness Whereof, I have executed this Agreement.

Borrower: **BRANDON HARTLEY**

Date \_\_\_\_\_

[Space Below This Line for Acknowledgments]

## BORROWER ACKNOWLEDGMENT

STATE OF OREGON

COUNTY OF Klamath

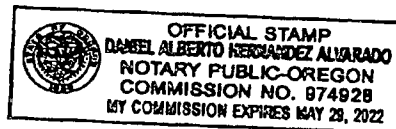
This instrument was acknowledged before me on January 14, 2022 by **BRANDON HARTLEY** (name(s) of person(s)).

Daniel Alberto Hernandez Alvarado  
Notary Public

Notary Public

Print Name: Daniel Alberto Hernandez Alvarado

My commission expires: May 29, 2022



In Witness Whereof, the Lender has executed this Agreement.

**LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY  
IN FACT UNDER LIMITED POA**



Tin Ha  
Vice President

JAN 19 2022

By

(print name)  
(title)

Date

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

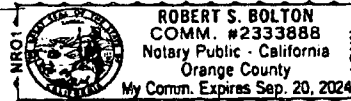
State of CA )  
County of ORANGE )

On 01/19/22 before me: Robert S. Bolton Notary  
Public, personally appeared Tin Ha, who proved to me on  
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the  
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Robert S. Bolton  
Signature of Notary Public



(Seal)



**EXHIBIT A**

**BORROWER(S): BRANDON HARTLEY**

**LOAN NUMBER: 0504548265**

**LEGAL DESCRIPTION:**

**The land referred to in this document is situated in the CITY OF KLAMATH FALLS, COUNTY OF KLAMATH, STATE OF OREGON, and described as follows:**

**LOT 22 IN BLOCK 5 OF TRACT NO. 1037, FIFTH ADDITION TO SUNSET VILLAGE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON**

**ALSO KNOWN AS: 3522 CORONADO WAY, KLAMATH FALLS, OREGON 97603**